

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

EQUAL EMPLOYMENT	§	
OPPORTUNITY COMMISSION,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. C-09-184
	§	
ECONOMY FINANCE, CO., INC,	§	
	§	
Defendant.	§	

CONSENT DECREE

The Parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission (“EEOC”), Plaintiff-Intervenor, Marivel Contreras (“Plaintiff-Intervenor”) and Defendant, Economy Finance Co., Inc. (“Economy”) (collectively referred to as the “Parties”). The Parties agree that this Consent Decree resolves the allegations raised by the EEOC and Plaintiff-Intervenor in the above-referenced Civil Action No. C-09-184. The EEOC initiated this lawsuit under Title I of the Americans with Disabilities Act of 1990 (“ADA”) and Title I of the Civil Rights Act of 1991, to correct unlawful disability-related employment practices, and to provide appropriate relief to Maribel Contreras, who was adversely affected by such practices. The EEOC alleges that Defendant, Economy, required a medical examination and made disability-related inquiries of its employee, Ms. Contreras, in violation of Section 102 (d)(4)(A) of the ADA, 42 U.S.C. § 12112 (d)(4)(A). Moreover, the EEOC alleges that Defendant, Economy, discharged Ms. Contreras, in violation of Section 102 (a) of the ADA, 42 U.S.C. § 12112(a), because it regarded her as disabled and/or because of her relationship or association with a disabled individual, i.e., her husband, in violation

of Section 102(b)(4) of the ADA, 42 U.S.C. § 12112 (b)(4). Marivel Contreras intervened in the EEOC's lawsuit and the allegations contained in the Plaintiff-Intervenor's Complaint-in-Intervention mirror those in the EEOC's Complaint. The EEOC, Plaintiff-Intervenor and Defendant, Economy, wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Consent Decree. The Consent Decree is entered into for the sole purpose of avoiding the expenses associated with this litigation. Defendant denies the allegations of the Complaint and Complaint in Intervention, and Defendant's agreement to this Consent Decree does not constitute an admission of any facts alleged.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the Parties, as set forth herein, the sufficiency of which is hereby acknowledged, the Parties request and the Court agrees to ORDER, ADJUDGE AND DECREE as follows:

1. The Parties stipulate that this Court has jurisdiction of the subject matter of the claims and causes of action asserted by the EEOC and Plaintiff-Intervenor against Defendant, Economy, venue is proper, and all administrative prerequisites to the EEOC's filing have been met.

2. The Parties stipulate that this Consent Decree resolves all issues raised in EEOC's Complaint and the Complaint-in-Intervention in this case. The EEOC waives further litigation of all claims raised in its Complaint and/or Charge of Discrimination assigned 36B-2007-00244, and Plaintiff-Intervenor waives further litigation of all claims raised, or which could have been raised in Plaintiff-Intervenor's Complaint-in-Intervention. The EEOC expressly reserves its right, however, to process and litigate any

other charges which may now be pending or may in the future be filed against Defendant, Economy.

The Parties Agree to the Following Non-Monetary Injunctive Terms:

3. If Defendant, Economy, resumes business within four (4) years of the date of this Consent Decree, Defendant, Economy, is enjoined from making medical inquiries of or requiring its employees or applicants to undergo medical examinations which are prohibited by the ADA, from discriminating against employees or applicants for employment because they are covered by the ADA and/or because they have an association or relationship with an individual covered by the ADA, including, but not limited to discharging such employees and/or any other employment practice which discriminates on the basis of disability.

4. If Defendant, Economy, resumes business within four (4) years of the date of this Consent Decree, Defendant, Economy, will implement a policy which provides equal employment opportunities for qualified individuals covered by the ADA and for qualified individuals who have an association or relationship with an individual covered by the ADA.

5. If Defendant, Economy, resumes business within four (4) years of the date of this Consent Decree, all Economy managers and supervisors working at any of Economy's facilities shall participate in EEOC-approved training of not less than four hours on the Americans with Disabilities Act and the Amendment thereto. This training will be administered by an attorney who is board certified in Texas in the area of employment law, and the training shall explain the law relating to employment of persons with disabilities, specifically including how to ensure that employees are not terminated

because of their association or relationship with an individual(s) covered by the ADA. Within twenty (20) days after the training has been completed, Defendant Economy, shall provide to the EEOC certification that the training has been completed, identifying each individual who attended the training and the date.

6. If Defendant, Economy, resumes business within four (4) years of the date of this Consent Decree, Defendant, Economy, shall post copies of the Notice attached as Exhibit "A" to this Consent Decree at all of its facilities, in conspicuous locations easily accessible to and commonly frequented by employees. The Notice shall remain posted for the duration of this Consent Decree. Defendant, Economy, shall ensure that the postings are not altered, defaced or covered by any other material.

The Parties Agree to the Following Monetary Terms:

7. Within thirty (30) days of the entry of this Consent Decree, Defendant, Economy, in settlement of this dispute, shall pay to Marivel Contreras the sum of \$65,000.00 (SIXTY-FIVE THOUSAND DOLLARS). Payment shall be mailed directly to Ms. Contreras's attorney, Charles C. Smith, Law Offices of Charles C. Smith, 615 N. Upper Broadway, Suite 510, Corpus Christi, Texas 78477. A copy of the settlement check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Judith G. Taylor, Supervisory Trial Attorney, 5410 Fredericksburg Rd., Suite 200, San Antonio, Texas 78229.

The Parties Agree to the Following Terms for Administration and Enforcement:

8. If Defendant, Economy, resumes business within four (4) years of the date of this Consent Decree, the EEOC shall have the following rights to ensure compliance with the terms of this Consent Decree:

- (a) Conduct inspections at any of Economy's facilities;
- (b) Interview employees; and
- (c) Examine and copy relevant documents.

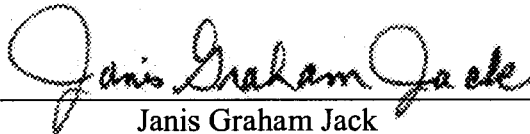
9. The terms of this Consent Decree shall be binding upon the EEOC, Plaintiff-Intervenor and Defendant, Economy, their respective agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

10. The duration of this Consent Decree shall be four (4) years from the date of its filing with the Court. The Court shall retain jurisdiction of this case during the term of this Consent Decree to enforce compliance and to take any action necessary and/or appropriate for its interpretation, execution, modification and/or adjudication of disputes.

11. The Parties to this Consent Decree shall bear their own costs and attorney's fees incurred in this action as of the date of entry of this Consent Decree by the Court.

12. When this Consent Decree requires the submission by Defendant, Economy, of documents or other materials to EEOC, such documents or other materials shall be mailed to Judith G. Taylor, Supervisory Trial Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

SIGNED and ORDERED this 15th day of December, 2009.


Janis Graham Jack
United States District Judge

Respectfully submitted,

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

/s/ Robert A. Canino w/ permission
by Charles C. Smith

ROBERT A. CANINO
Regional Attorney
Oklahoma State Bar No. 011782

/s/ Judith G. Taylor w/ permission
by Charles C. Smith

JUDITH G. TAYLOR
Supervisory Trial Attorney
Texas State Bar No. 19708300
Federal ID No. 14850
E-mail: judith.taylor@ecoc.gov

/s/ Edward Juarez w/ permission
by Charles C. Smith

EDWARD JUAREZ
Attorney-In-Charge
Texas State Bar No. 24014498
Federal ID No. 29845
E-mail: eduardo.juarez@ecoc.gov

/s/ Jeffery Lisson w/ permission
by Charles C. Smith

JEFFERY LISSON
Attorney-In-Charge
State Bar No. 24028504
E-mail: jlisson@carterboyd.com

CARTER, BOYD & LISSON
515 West Harris Ave., Suite 100
San Angelo, Texas 76903
Telephone: (325) 655-4889
Facsimile: (325) 675-2070

ATTORNEY FOR DEFENDANT

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
San Antonio Field Office
5410 Fredericksburg Road, Suite 200
San Antonio, Texas 78229-3555
Telephone: (210) 281-7613
Facsimile: (210) 281-7669

ATTORNEYS FOR PLAINTIFF

/s/ Charles C. Smith

CHARLES C. SMITH
Attorney-In-Charge
State Bar No. 18550210
Federal ID No. 4312

E-mail: ccsmithlaw@aol.com
Law Office of Charles C. Smith
615 North Upper Broadway, Suite 510
Corpus Christi, Texas 78477
Telephone No. (361) 883-1055
Facsimile: (361) 883-4041

**ATTORNEY FOR PLAINTIFF-
INTERVENOR**

**ATTACHMENT A
NOTICE**

THIS NOTICE IS BEING POSTED AS A RESULT OF A CONSENT DECREE ENTERED INTO BETWEEN THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND ECONOMY FINANCE CO., INC., FILED IN THE SOUTHERN DISTRICT OF TEXAS IN CIVIL ACTION NO. 09-184. THE LAWSUIT ALLEGED THAT ECONOMY FINANCE CO., INC. VIOLATED TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED, 42 U.S.C. §12101 *ET SEQ.* ("ADA"), BY REQUIRING A MEDICAL EXAMINATION AND BY MAKING DISABILITY-RELATED INQUIRIES OF ITS EMPLOYEE AND BECAUSE IT REGARDED HER AS DISABLED AND/OR BECAUSE OF HER RELATIONSHIP OR ASSOCIATION WITH AN INDIVIDUAL COVERED BY THE ADA. THIS NOTICE IS INTENDED TO INFORM YOU OF YOUR RIGHTS GUARANTEED BY FEDERAL LAW UNDER THE ADA, WHICH PROHIBITS DISCRIMINATION AGAINST ANY EMPLOYEE ON THE BASIS OF DISABILITY WITH REGARD TO ANY TERM OR CONDITION OF EMPLOYMENT INCLUDING HIRING, LAYOFF, RECALL, PROMOTION, DISCHARGE, PAY AND FRINGE BENEFITS, OR IN RETALIATION FOR OPPOSITION TO UNLAWFUL EMPLOYMENT PRACTICES.

THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION IS THE FEDERAL AGENCY WHICH INVESTIGATES CHARGES OF UNLAWFUL EMPLOYMENT DISCRIMINATION AND, IF NECESSARY, BRINGS LAWSUITS IN FEDERAL COURT TO ENFORCE THE EMPLOYMENT PROVISIONS OF THE ADA AND ANY AMENDMENTS THERETO.

ANY EMPLOYEE WHO BELIEVES THAT HE OR SHE HAS BEEN SUBJECTED TO DISCRIMINATION IS EXPECTED TO REPORT THE ALLEGED ACT AS SOON AS POSSIBLE TO THAT PERSON'S IMMEDIATE SUPERVISOR OR ANY SUPERVISOR OR MANAGER WITH ECONOMY FINANCE CO., INC. IN ADDITION TO REPORTING A COMPLAINT OF DISCRIMINATION AND/OR RETALIATION TO COMPANY OFFICIALS, A PERSON MAY ALSO CONTACT THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, AND FILE A CHARGE OF EMPLOYMENT DISCRIMINATION. THE ADDRESS AND TELEPHONE NUMBER OF THE EEOC OFFICE IS 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229; 1 (866) 408-8075, 1 (800) 669-4000 OR 1 (210) 281-7610 (TTY). INFORMATION ABOUT EMPLOYMENT RIGHTS AND THE PROCEDURES DEALING WITH HOW TO FILE A CHARGE IS AVAILABLE ON THE INTERNET AT WWW.EEOC.GOV.

ECONOMY FINANCE CO., INC. SUPPORTS AND WILL COMPLY WITH THIS FEDERAL LAW IN ALL RESPECTS, AND WILL NOT TAKE ANY ACTION AGAINST ANY EMPLOYEE BECAUSE OF THE EXERCISE OF RIGHTS UNDER THESE LAWS.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF FOUR-YEARS, COMMENCING ON _____, 200_.